

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF ALABAMA  
Southern Division**

**In re:**

**SHOOK & FLETCHER INSULATION CO.**

**Debtor-in-Possession.**

**Case No. 02-02771-BGC-11  
Chapter 11**

**MOTION PURSUANT TO BANKRUPTCY RULE 3019 FOR A DETERMINATION  
THAT PROPOSED MODIFICATIONS TO THE PLAN DO NOT  
ADVERSELY CHANGE THE TREATMENT OF ANY CLAIM OR INTEREST**

Shook & Fletcher Insulation Co., debtor and debtor-in-possession (the "Debtor" or "Shook"), by counsel, files this Motion Pursuant to Bankruptcy Rule 3019 (the "Motion"), requesting a determination that the modifications to the Plan filed by Shook on August 30, 2002, do not adversely change the treatment of any claim or interest. In support of this Motion, the Debtor states:

**JURISDICTION AND VENUE**

1. This Court has jurisdiction over the Motion under 28 U.S.C. §§ 157 and 1335. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b). Venue of this proceeding and this Motion is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409.
2. The statutory basis for the relief requested herein is Federal Rule of Bankruptcy Procedure 3019.

**BACKGROUND**

3. On April 8, 2002 (the "Petition Date"), the Debtor filed its voluntary petition for relief under Chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code"). The Debtor continues to operate its business and manage its properties as debtor-in-possession pursuant to Sections 1107(a) and 1108 of the Bankruptcy Code. Contemporaneously with the

2002 AUG 30 PM 3:49  
U.S. BANKRUPTCY COURT  
N.D. OF ALABAMA

FILED

258

filing of its petition, Shook filed its Disclosure Statement dated February 18, 2002 and its proposed Prepackaged Plan of Reorganization (the "Plan").<sup>1</sup>

4. As set out in the Killion Declaration, in December 2001, Shook entered into a series of settlement agreements which, taken together, provided the basis for a comprehensive resolution of the asbestos claims being asserted against it (and to be asserted in the future) as well as providing the basis for the Plan. The Plan and accompanying Disclosure Statement were prepared and circulated to impaired creditors (including asbestos claimants) beginning in February 2002.

5. During March 2002, Shook solicited votes on the Plan in accordance with the procedures described in the Disclosure Statement and accompanying documents. By April 1, 2002 (the voting deadline, as extended), over 44,000 asbestos claimants had voted to accept the Plan.<sup>2</sup>

6. During negotiation of the settlement between the Debtor and Travelers Casualty and Surety Company ("Travelers"), the parties agreed to certain modifications to the Plan and to the accompanying Glossary of Terms for the Plan Documents. On August 30, 2002, the Debtor filed with the Court its Amended Plan. Exhibit A to the Amended Plan is the Amended Glossary.

7. Attached hereto as Exhibit A is a copy of those pages from the Amended Plan which contain modifications from the original Plan; the pages attached as Exhibit A are marked to show changes from the original Plan. The modifications to the Plan are contained in Article 11, principally in Article 11.6 entitled "Injunctions, Release and Discharge." Attached hereto as

---

<sup>1</sup> The background of this case is set forth in the Declaration of Wayne W. Killion, Jr. in Support of Voluntary Petition and First Day Motions (the "Killion Declaration"), which was filed with the Court on the Petition Date and which the Debtor incorporates in relevant part by this reference.

<sup>2</sup> Shook's voting agent, Logan & Co., Inc., received one ballot in which an individual creditor voted to reject the Plan. The Debtor believes that ballot was improperly filled out and should not be counted, as the individual purported to vote in three separate, and mutually exclusive, classes of claims.

Exhibit B is a copy of the Amended Glossary, marked to show changes from the original Glossary. These modifications relate to defined terms used in Article 11.6 of the Amended Plan.

8. The Debtor believes that the modifications in the Amended Plan and the Amended Glossary do not adversely change the treatment of the claim of any creditor or the interest of any equity security holder.

### **RELIEF REQUESTED**

9. The Debtor seeks entry of an order pursuant to Section 1127(a) of the Bankruptcy Code and Bankruptcy Rule 3019 deeming the Amended Plan accepted by all creditors and equity security holders who previously accepted the original Plan.

### **APPLICABLE AUTHORITY**

10. Section 1127(a) of the Bankruptcy Code provides that “[t]he proponent of a plan may modify such plan at any time before confirmation, but may not modify such plan so that such plan as modify fails to meet the requirements of sections 1122 and 1123 of this title.”

Further, Bankruptcy Rule 3019 states:

After a plan has been accepted and before its confirmation the proponent may file a modification of the plan. If the court finds after hearing on notice to the trustee, any committee appointed under the Code and any other entity designated by the court that the proposed modification does not adversely change the treatment of the claim of any creditor or the interest of any equity security holder who has not accepted in writing the modification, it shall be deemed accepted by all creditors and equity security holders who have previously accepted the plan.

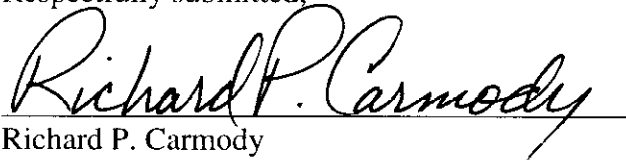
11. Here, the proposed modifications to the Plan are technical in nature and do not change the treatment of any claim or class of creditors or of any interest of any equity security holder. Thus, the modifications satisfy the requirements of Bankruptcy Rule 3019. Moreover, these modifications do not affect the classification of claims (and thus, the Amended Plan meets the requirements of § 1122 of the Bankruptcy Code) and do not affect the contents of the Plan

(and thus, the Amended Plan meets the requirements of § 1123 of the Bankruptcy Code).

Therefore, the proposal modifications satisfy Section 1127(a). Accordingly, the acceptances of the Plan previously solicited through April 1, 2002 should be deemed to be acceptances of the Amended Plan.

WHEREFORE, for these reasons, the Debtor respectfully requests that this Court enter an order deeming the Amended Plan to have been accepted by all creditors and security holders who voted to accept the original Plan, and granting such other and further relief as is just and proper.

Respectfully submitted,

A handwritten signature in cursive script that reads "Richard P. Carmody". The signature is written in dark ink and is positioned above a horizontal line.

Richard P. Carmody

Joe A. Joseph

Lange, Simpson, Robinson & Sommerville, LLP  
2100 3<sup>rd</sup> Avenue North, Suite 1100  
Birmingham, AL 35203-3367  
(205) 250-5000

Roger Frankel (Admitted Pro Hac Vice)  
Richard H. Wyron (Admitted Pro Hac Vice)  
Joel W. Ruderman (Admitted Pro Hac Vice)  
Swidler Berlin Shereff Friedman, LLP  
3000 K Street, N.W., Suite 300  
Washington, D.C. 20007  
(202) 424-7500

Attorneys for Shook & Fletcher Insulation  
Co., as Debtor and Debtor-in-Possession

Dated: August 30, 2002

EXHIBIT A

UNITED STATES BANKRUPTCY COURT  
FOR NORTHERN DISTRICT OF ALABAMA  
SOUTHERN DIVISION

In re

SHOOK & FLETCHER INSULATION CO.,

Debtor.

)  
)  
)  
)  
)  
)

Chapter 11  
Case No 02-02771-BGC-11

**AMENDED PLAN OF REORGANIZATION UNDER  
CHAPTER 11 OF THE BANKRUPTCY CODE OF  
SHOOK & FLETCHER INSULATION CO.**

**THIS PLAN PROVIDES, AMONG OTHER THINGS, FOR THE ISSUANCE OF INJUNCTIONS UNDER SECTION 524(G)524(g) OF THE BANKRUPTCY CODE THAT RESULT IN THE CHANNELING OF ALL ASBESTOS RELATED LIABILITIES OF SHOOK & FLETCHER INTO TRUSTS AS MORE FULLY DESCRIBED HEREIN. SEE SECTION 11.6 – “THE SUPPLEMENTAL INJUNCTION, THE THIRD PARTY INJUNCTION AND THE SETTLING ASBESTOS INSURANCE COMPANY INJUNCTION” FOR A DESCRIPTION OF SUCH INJUNCTIONS.**

Roger Frankel  
Richard H. Wyrton  
SWIDLER BERLIN SHEREFF FRIEDMAN, LLP  
3000 K Street, N.W., Suite 300  
Washington, D.C. 20007  
(202) 424-7500

Richard P. Carmody  
Joe A. Joseph  
LANGE, SIMPSON, ROBINSON &  
SOMERVILLE LLP  
417 20<sup>th</sup> Street North, Suite 1700  
Birmingham, AL 35203-3217  
(205) 250-5033

Attorneys for Shook & Fletcher Insulation Co.

(b) Officers.

The officers of Shook & Fletcher immediately prior to the Confirmation Date shall serve as the initial officers of Reorganized Shook & Fletcher on and after the Confirmation Date. Such officers shall serve in accordance with any applicable employment agreement with Reorganized Shook & Fletcher, the By-Laws and applicable nonbankruptcy law.

10.4 CERTIFICATE OF INCORPORATION AND BY-LAWS.

The Certificate of Incorporation of Reorganized Shook & Fletcher shall, as of the Effective Date, be amended in its entirety to read substantially in the form set forth in *Exhibit H* hereto and, consistent with Section 1123(a)(6) of the Bankruptcy Code, shall, among other things, prohibit the issuance of non-voting equity securities. The by-laws of Shook & Fletcher in effect on the Effective Date shall be the By-Laws of Reorganized Shook & Fletcher.

10.5 CORPORATE ACTION.

All matters provided for under the Plan involving the corporate structure of the Debtor or Reorganized Shook & Fletcher, or any corporate action to be taken by, or required of the Debtor or Reorganized Shook & Fletcher, shall be deemed to have occurred and be effective as provided herein, and shall be authorized and approved in all respects without any requirement for further action by the stockholders or directors of any of such entities.

**ARTICLE XI**

**INJUNCTIONS, RELEASES AND DISCHARGE**

11.1 TERM OF CERTAIN INJUNCTIONS AND AUTOMATIC STAY.

(a) All of the injunctions and/or automatic stays provided for in or in connection with the Chapter 11 Case, whether pursuant to Section 105, Section 362 or any other provision of the Bankruptcy Code or other applicable law, in existence immediately prior to the Confirmation Date shall remain in full force and effect until the Injunctions become effective, and thereafter if so provided by the Plan, the Confirmation Order, or by their own terms. In addition, on and after the Confirmation Date, the Debtor may seek such further orders as it may deem necessary to preserve the *status quo* during the time between the Confirmation Date and the Effective Date.

(b) Each of the Injunctions shall become effective on the Effective Date and shall continue in effect at all times thereafter. Notwithstanding anything to the contrary contained in the Plan, all actions in the nature of those to be enjoined by the Injunctions shall be enjoined during the period between the Confirmation Date and the Effective Date.

11.2 SETOFFS.

Subject to the limitations provided in Section 553 of the Bankruptcy Code, the Debtor, or the Trusts, as applicable, may, but shall not be required to, setoff against any Claim and the payments or distributions to be made pursuant to the Plan in respect of such Claim, any claims, rights, ~~causes of action~~ Causes of Action and liabilities of any nature that the Debtor or the Trusts may hold against the holder of such Claim; *provided, however* that neither the failure to effect such a setoff nor the Allowance of any Claim hereunder shall constitute a waiver or release by the Debtor or the Trusts of any of such claims, rights, ~~causes of action~~ Causes of Action and liabilities that the Debtor or the Trusts has or may have against the holder.

11.3 SECTION 346 INJUNCTION.

In accordance with Section 346 of the Bankruptcy Code, for purposes of any state or local law imposing a tax, income will not be realized by the Bankruptcy Estate, the Debtor or Reorganized Shook & Fletcher by reason of the forgiveness or discharge of indebtedness resulting from the consummation of the Plan. As a result, each state or local taxing authority is permanently enjoined and restrained, after the Confirmation Date, from commencing, continuing, or taking any act to impose, collect or recover in any manner any tax against the Debtor or the Reorganized Shook & Fletcher arising by reason of the forgiveness or discharge of indebtedness under this Plan.

11.4 DISCHARGE AND RELEASE.

(a) Except as specifically provided in the Plan or in the Confirmation Order, effective on the Effective Date, the Debtor and Reorganized Shook & Fletcher shall be discharged from any and all Claims and Demands, including any Claim of a kind specified in Section 502(g), 502(h) or 502(i) of the Bankruptcy Code and any Asbestos Claim, whether or not (i) a Proof of Claim based on such Claim was filed or deemed filed under Section 501 of the Bankruptcy Code, or such Claim was listed on the Schedules of the Debtor, (ii) such Claim is or was Allowed under Section 502 of the Bankruptcy Code, or (iii) the holder of such Claim has voted on or accepted the Plan. Except as specifically provided in the Plan to the contrary, the rights that are provided in the Plan shall be in complete (x) satisfaction, discharge and release of all Claims or Demands against, Liens on, and equity interests in the Debtor, Reorganized Shook & Fletcher, or the Pre-Petition Trust or the Trust or the assets and properties of the Debtor, Reorganized

Shook & Fletcher, or the Pre-Petition Trust or the Trust, (y) satisfaction, discharge and release of all Claims constituting Released Claims, including, but not limited to, all Causes of Action, whether known or unknown, either directly or derivatively through the Debtor or Reorganized Shook & Fletcher against the Released Parties on the same subject matter as any of the Claims, Liens, or Equity Interests described in subpart (x) of this Article 11.4, and (z) satisfaction, discharge and release of all Causes of Action of the Debtor or Reorganized Shook & Fletcher, whether known or unknown, including but not limited to all Claims including the Released Claims, against the Released Parties. Further, but in no way limiting the generality of the foregoing, except as otherwise specifically provided in the Plan, any Entity accepting any distributions or rights pursuant to the Plan shall be presumed conclusively to discharge Reorganized Shook & Fletcher and have released the Released Parties from (a) the Released Claims and (b) any other Cause of Action based on the same subject matter as the Claim or Equity Interest on which the distribution or right is received.

(b) Except as specifically provided in the Plan or in the Confirmation Order, effective on the Effective Date, the Debtor and Reorganized Shook & Fletcher shall satisfy, discharge and release all of their Claims against, Liens on, and Causes of Action, whether known or unknown, either directly or derivatively through the Debtor or Reorganized Shook & Fletcher, including but not limited to the Released Claims, against any of the Released Parties.

(c) Notwithstanding anything to the contrary in this Article 11.4, however, the Plan shall not satisfy, discharge or release any Claim or Demand of the Debtor, Reorganized Shook & Fletcher, the Pre-Petition Trust, the Trust, or any Asbestos Claimant against any Asbestos Insurance Company that is not a Settling Asbestos Insurance Company.

#### 11.5 DISCHARGE INJUNCTION.

Except as specifically provided in the Plan Documents to the contrary, upon entry of the Confirmation Order, this Plan will operate as an injunction prohibiting and enjoining the commencement or continuation of any action, the employment of process or any act to collect, recover from, or offset (a) any Claim or Demand against or Equity Interest in the Debtor, Reorganized Shook & Fletcher or the Trusts by any Entity and (b) any cause of action, whether known or unknown, against the Released Parties based on the same subject matter as any Claim, Demand or Equity Interest described in clause (a) of this Article 11.5.

#### 11.6 THE SUPPLEMENTAL INJUNCTION, THE THIRD PARTY INJUNCTION AND THE SETTLING ASBESTOS INSURANCE COMPANY INJUNCTION.

In order to supplement the injunctive effect of the Discharge Injunction, and pursuant to Sections 524(g) or 105(a) of the Bankruptcy Code (or both), the Confirmation Order shall provide for the following injunctions to take effect as of the Confirmation Date:

##### (a) Supplemental Injunction.

##### (i) Terms.

In order to preserve and promote the settlements contemplated by and provided for in the Plan and to supplement, where necessary, the injunctive effect of the discharge both provided by Sections 1141 and 524 of the Bankruptcy Code and as described in this Article, and pursuant to the exercise of the equitable jurisdiction and power of the Bankruptcy Court under Section 524(g) or 105(a) of the Bankruptcy Code (or both), all Entities which have held or asserted, which hold or assert, or which may in the future hold or assert any Claim, "Claim" as defined in relation to "Released Claims", demand (including any Demand), or Cause of Action (including, but not limited to, any Asbestos Claim and any Released Claim, or any Claim or demand for or respecting any Trust Expense of either of the Trusts) against the Released Parties, the Protected Parties, or any of them, based upon, relating to, arising out of, or in any way connected with any Released Claim or any Asbestos Claim, whenever and wherever arising or asserted (including, but not limited to, all such Claims in the nature of or sounding in tort, contract, warranty, bad faith, competition law, unfair or deceptive practices law, conspiracy, statute or any other body, theory or principle of law, equity, or admiralty whatsoever) or Equity Interest shall be permanently stayed, restrained and enjoined from taking any action for the purpose of directly or indirectly collecting, recovering, or receiving payments, satisfaction, or recovery with respect to any such Claim, demand, Cause of Action, or Equity Interest, including, but not limited to:

(A) commencing or continuing in any manner any action or other proceeding of any kind with respect to any such Claim, Demand, Cause of Action, or Equity Interest against any of the Released Parties or the Protected Parties, or against the property of any Released Party or any Protected Party with respect to any such Claim, demand, Cause of Action, or Equity Interest;

(B) enforcing, attaching, collecting, or recovering, by any manner or means, any judgment, award, decree or order against any of the Released Parties or the Protected Parties or against the property of any Released Party or any Protected Party with respect to any such Claim, demand, Cause of Action, or Equity Interest;

(C) creating, perfecting or enforcing any Lien of any kind against any Released Party or any Protected Party or the property of any Released Party or any Protected Party with respect to any such Claim, demand,

Cause of Action, or Equity Interest;

(D) asserting or accomplishing any setoff, right of subrogation, indemnity, contribution or recoupment of any kind against any obligation due any Released Party or any Protected Party or against the property of any Released Party or any Protected Party with respect to any such Claim, demand, Cause of Action, or Equity Interest; and

(E) taking any act, in any manner, in any place whatsoever, that does not conform to, or comply with, the provisions of the Plan Documents, the Pre-Petition Trust Agreement or the Trust Documents, relating to such Claim, demand, Cause of Action, or Equity Interest.

(ii) Reservations.

Notwithstanding anything to the contrary above, but subject to the terms and conditions of any Asbestos Insurance Settlement Agreement and applicable approval order, this Supplemental Injunction shall not enjoin:

(A) the rights of Entities to the treatment accorded them under Articles II, III and IV of the Plan, as applicable, including the rights of Entities with CRP Valued Asbestos Claims to assert such Claims in accordance with the CRP;

(B) the rights of Entities to assert any Claim, debt, litigation, or liability for payment of Trust Expenses solely against the Trust or the Pre-Petition Trust, as applicable;

(C) the rights, if any, of the Pre-Petition Trust to prosecute any Asbestos Insurance Action;

(D) the rights of the Trust and the retained rights, if any, of Reorganized Shook & Fletcher (for the benefit of the Trusts, but the retention of any such right of Reorganized Shook & Fletcher shall not create any obligation that Reorganized Shook & Fletcher prosecute any Asbestos Insurance Action) to prosecute any Asbestos Insurance Action;

(E) the rights of Entities to assert any Claim, debt, obligation or liability for payment against an Asbestos Insurance Company that is not a Released Party unless otherwise enjoined by order of the Bankruptcy Court or estopped by provision of the Plan; and

(F) the rights of CCR to assert any Claim, debt, obligation or liability for payment against any Asbestos Insurance Company that is not based on (i) an Asbestos Claim or (ii) the rights or obligations of Debtor or Reorganized Shook & Fletcher; ~~Fletcher;~~

however, notwithstanding anything to the contrary above, in respect of any Asbestos Insurance Settlement Agreement, this reservation permits only the specific performance of such agreement.

(b) Third Party Injunction.

(i) Terms.

In order to preserve and promote the settlements contemplated by and provided for in the Plan and agreements approved by the Bankruptcy Court and pursuant to the exercise of the equitable jurisdiction and power of the Bankruptcy Court under Section 524(g) or 105(a) of the Bankruptcy Code (or both), all Entities which have held or asserted, which hold or assert, or which may in the future hold or assert any Third Party Claim shall be permanently stayed, restrained, and enjoined, from taking any action for the purpose of directly or indirectly collecting, recovering, or receiving payments or recovery with respect to any such Third Party Claim, including, but not limited to:

(A) commencing or continuing in any manner any action or other proceeding of any kind with respect to any such Third Party Claim or against the property of any Protected Party, with respect to any such Third Party Claim;

(B) enforcing, attaching, collecting or recovering, by any manner or means, any judgment, award, decree, or order against any Protected Party, or against the property of any Protected Party, with respect to any such Third Party Claim;

(C) creating, perfecting, or enforcing any Lien of any kind against any Protected Party, or the property of any Protected Party, with respect to any such Third Party Claim;

(D) asserting or accomplishing any setoff, right of subrogation or contribution or



recoupment of any kind against any obligation due any Protected Party, or against the property of any Protected Party, with respect to any such Third Party Claim; and

(E) taking any act, in any manner, in any place whatsoever, that does not conform to, or comply with, the provisions of the Plan Documents relating to such Third Party Claim.

(ii) Reservations.

Notwithstanding anything to the contrary above, but subject to the terms and conditions of any Asbestos Insurance Settlement Agreement and applicable approval order, this Third Party Injunction shall not enjoin:

(A) the rights of Entities to the treatment accorded them under Articles II, III and IV of the Plan, as applicable, including the rights of Entities with CRP Valued Asbestos Claims to assert such Claims in accordance with the CRP;

(B) the rights of Entities to assert any Claim, debt, obligation, or liability for payment of Trust Expenses solely against the Trust or the Pre-Petition Trust, as applicable;

(C) the rights, if any, of the Pre-Petition Trust to prosecute any Asbestos Insurance Action;

(D) the rights of the Trust and the retained rights, if any, of Reorganized Shook & Fletcher (for the benefit of the Trusts, but the retention of any such right of Reorganized Shook & Fletcher shall not create any obligation that Reorganized Shook & Fletcher prosecute any Asbestos Insurance Action) to prosecute any Asbestos Insurance Action;

(E) the rights of Entities to assert any Claim, debt, obligation, or liability for payment against an Asbestos Insurance Company that is not a Protected Party unless otherwise enjoined by order of the Bankruptcy Court or estopped by provision of the Plan; and

(F) the rights of CCR to assert any Claim, debt, obligation or liability for payment against any Asbestos Insurance Company that is not based on (i) an Asbestos Claim or (ii) the rights or obligations of Debtor or Reorganized Shook & Fletcher; ~~Fletcher~~;

however, notwithstanding anything to the contrary above, in respect of any Asbestos Insurance Settlement Agreement, this reservation permits only the specific performance of such agreement.

(c) Settling Asbestos Insurance Company Injunction

(i) Terms.

In order to preserve and promote the property of the Bankruptcy Estate, as well as the settlements contemplated and provided for in the Plan, and to supplement, where necessary, the injunctive effect of the discharge and releases detailed herein, and pursuant to the exercise of the equitable jurisdiction and power of the Bankruptcy Court under Section 524(g) or 105(a) of the Bankruptcy Code (or both), all Entities which have held or asserted, which hold or assert, or which may in the future hold or assert any Claim, "Claim" as defined in relation to "Released Claims", demand (including any Demand), or cause of action (including, but not limited to, any Asbestos Claim, Released Claim or any Claim or demand for or respecting any Trust Expense), against a Settling Asbestos Insurance Company based upon, relating to, arising out of, or in any way connected with any Asbestos Claim, Released Claim, Asbestos In-Place Insurance Coverage, or Asbestos Insurance Policy, whenever and wherever arisen or asserted (including, but not limited to, all Claims in the nature of or sounding in tort, contract, warranty, bad faith, competition law, unfair or deceptive practices law, conspiracy, statute or any other body, theory or principal of law, equity, or admiralty whatsoever) shall be permanently stayed, restrained, and enjoined from taking any action for the purpose of directly or indirectly collecting, recovering, or receiving payments, satisfaction, or recovery with respect to any such Claim, demand, or cause of action, including, but not limited to:

(A) commencing or continuing, in any manner, any action or other proceeding of any kind with respect to any such Claim, demand, or cause of action against any Settling Asbestos Insurance Company, or against the property of any Settling Asbestos Insurance Company, with respect to any such Claim, demand, or cause of action;

(B) enforcing, attaching, collecting, or recovering, by any manner or means, any judgment, award, decree, or order against any Settling Asbestos Insurance Company or against the property of any Settling Asbestos Insurance Company with respect to any such Claim, demand, or cause of action;

(C) creating, perfecting, or enforcing any Lien of any kind against any Settling Asbestos Insurance Company or the property of any Settling Asbestos Insurance Company with respect to any such Claim, demand, or cause of action;

(D) asserting or accomplishing any setoff, right of subrogation, indemnity, contribution, or recoupment of any kind against any obligation due any Settling Asbestos Insurance Company or against the property of any Settling Asbestos Insurance Company with respect to any such Claim, demand, or cause of action; and

(E) taking any act, in any manner, in any place whatsoever, that does not conform to, or comply with, the provisions of the Plan Documents relating to such claim, demand, or cause of action.

(ii) Reservations.

Notwithstanding anything to the contrary above, but subject to the terms and conditions of any Asbestos Insurance Settlement Agreement and applicable approval order, this Settling Asbestos Insurance Company Injunction shall not enjoin:

(A) the rights of Entities to the treatment accorded them under Articles II, III and IV of the Plan, as applicable, including the rights of Entities with Asbestos-Related Unsecured Claims to assert such Claims against the Trust in accordance with the Trust Documents and the rights of Entities with Asbestos-Related Secured Claims to assert such Claims against the Pre-Petition Trust in accordance with the Pre-Petition Trust Agreement;

(B) the rights of Entities to assert any Claim, debt, obligation, or liability for payment of Trust Expenses solely against the Trust or the Pre-Petition Trust, as applicable;

(C) the rights, if any, of the Pre-Petition Trust to prosecute any Asbestos Insurance Action;

(D) the rights of the Trust and the retained rights, if any, of Reorganized Shook & Fletcher (for the benefit of the Trusts, but the retention of any such right of Reorganized Shook & Fletcher shall not create any obligation that Reorganized Shook & Fletcher prosecute any Asbestos Insurance Action) to prosecute any Asbestos Insurance Action;

(E) the rights, if any, of the Pre-Petition Trust to assert any Claim, debt, obligation, or liability for payment against a Settling Asbestos Insurance Company;

(F) the rights of the Trust and the retained rights, if any, of Reorganized Shook & Fletcher (for the benefit of the Trusts, but the retention of any such right of Reorganized Shook & Fletcher shall not create any obligation that Reorganized Shook & Fletcher make such an assertion) to assert any Claim, debt, obligation, or liability for payment against a Settling Asbestos Insurance Company;

(G) the rights of any Entities who prior to the Petition Date had pending in any court of competent jurisdiction a Direct Action against an Asbestos Insurance Company that has not been stayed or enjoined by the order of such court as of such date, but only to the extent that such action seeks recovery under Asbestos Insurance Policies that provide coverage exclusively dedicated to such Entities or to such Entities' place of asbestos exposure and only to the extent that such Direct Action seeks a recovery consistent with a settlement among such Entities and the Debtor;

(H) the rights of the Trust and Reorganized Shook & Fletcher to assign a Cause of Action or the Trust's cause of action against a Settling Asbestos Insurance Company to a Claimant and for such Claimant to assert any Claim, debt, obligation, or liability for payment against such Settling Asbestos Insurance Company; and

(I) the rights of CCR to assert any Claim, debt, obligation or liability for payment against any Asbestos Insurance Company that is not based on (i) an Asbestos Claim or (ii) the rights or obligations of Debtor or Reorganized Shook & Fletcher; ~~Fletcher~~;

however, notwithstanding anything to the contrary above, in respect of any Asbestos Insurance Settlement Agreement, this reservation permits only the specific performance of such agreement.

#### 11.7 RESERVATION OF RIGHTS.

Notwithstanding any other provision of the Plan to the contrary, the satisfaction, release and discharge, and the Injunctions set forth in Articles 11.3, 11.4, 11.5, and 11.6, respectively, shall not serve to satisfy, discharge, release, or enjoin (i) Asbestos-Related Secured Claims against the Pre-Petition Trust, (ii) any Asbestos Claims against the Trust as and when provided in the Trust Documents, or (iii) Claims against the Trust or the Pre-Petition Trust, as applicable, for the payment of its respective Trust Expenses.

#### 11.8 RIGHTS AGAINST NON-DEBTORS UNDER ENVIRONMENTAL LAWS.

Notwithstanding anything to the contrary contained herein, the injunctions and releases set forth in this Article XI, including, but not limited to, the Injunctions, shall not impair the rights or ~~causes of action~~ Causes of Action of the United States of America or any State or other Governmental Unit against non-Debtor parties under applicable Environmental Laws, and such rights and ~~causes of action~~ Action shall not be discharged or otherwise adversely affected by the Plan.

#### 11.9 DISALLOWED CLAIMS AND DISALLOWED INTERESTS.

On and after the Effective Date, the Debtor shall be fully and finally discharged of any liability or obligation on a disallowed Claim or a disallowed Equity Interest, and any order creating a disallowed Claim or a disallowed Equity Interest that is not a Final Order as of the Effective Date solely because of an Entity's right to move for reconsideration of such order pursuant to Section 502 of the Bankruptcy Code or Bankruptcy Rule 3008 shall nevertheless become and be deemed to be a Final Order on the Effective Date. The Confirmation Order, except as otherwise provided herein, or unless the Bankruptcy Court orders otherwise, shall constitute an order (a) disallowing all Claims (other than Asbestos Claims and Equity Interests) to the extent such Claims and Equity Interests are not allowable under any provision of Section 502 of the Bankruptcy Code, including, but not limited to, time-barred Claims and Claims for unmatured interest, and (b) disallowing or subordinating, as the case may be, any Claims, or portions of Claims, for penalties or Non-Compensatory Damages.

#### 11.10 EXONERATION AND RELIANCE.

The Debtor, Reorganized Shook & Fletcher, the Asbestos Claimants Committee, CCR, the Futures Representative, and the Trust Advisory Committee as well as their respective stockholders, directors, officers, agents, employees, members, attorneys, accountants, financial advisors, and representatives shall not be liable other than for willful misconduct to any holder of a Claim or Equity Interest or any other Entity with respect to any action, omission, forbearance from action, decision, or exercise of discretion taken at any time prior to the Effective Date in connection with (a) the management or operation of the Debtor, Reorganized Shook & Fletcher, or the discharge of their duties under the Bankruptcy Code, (b) the implementation of any of the transactions provided for, or contemplated in, the Plan or the Plan Documents, (c) any action taken in connection with either the enforcement of the Debtor's rights against any Entities or the defense of Claims asserted against the Debtor with regard to the Chapter 11 Case, (d) any action taken in the negotiation, formulation, development, proposal, disclosure, confirmation or implementation of the Plan Documents filed in the Chapter 11 Case, or (e) the administration of the Plan or the Trust or the Pre-Petition Trust or the assets and property to be distributed pursuant to the Plan. The Debtor, Reorganized Shook & Fletcher, the Asbestos Claimants Committee, CCR, the Futures Representative and the Trust Advisory Committee, as well as their respective stockholders, directors, officers, agents, employees, members, attorneys, accountants, financial advisors, and representatives may reasonably rely upon the opinions of their respective counsel, accountants, and other experts or professionals and such reliance, if reasonable, shall conclusively establish good faith and the absence of willful misconduct; *provided, however*, that a determination that such reliance is unreasonable shall not, by itself, constitute a determination or finding of bad faith or willful misconduct. In any action, suit or proceeding by any holder of a Claim or Equity Interest or any other Entity contesting any action by, or non-action of, the Debtor, Reorganized Shook & Fletcher, the Asbestos Claimants Committee, CCR, the Futures Representative or the Trust Advisory Committee or their respective stockholders, directors, officers, agents, employees, members, attorneys, accountants, financial advisors, and representatives, the reasonable attorneys' fees and costs of the prevailing party shall be paid by the losing party and, as a condition to going forward with such action, suit, or proceeding at the outset thereof, all parties thereto shall be required to provide appropriate proof and assurances of their capacity to make such payments of reasonable attorneys' fees and costs in the event they fail to prevail.

#### 11.11 NO LIABILITY FOR SOLICITATION OR PARTICIPATION.

Pursuant to Section 1125(e) of the Bankruptcy Code, the Confirmation Order shall provide that all of the Persons who have solicited acceptances or rejections of the Plan (including the Debtor, Reorganized Shook & Fletcher, and all of their respective officers, directors, shareholders, attorneys, agents, advisers and employees, all of the other Released Parties and the Voting Agent) have acted in good faith and in compliance with the applicable provisions of the Bankruptcy Code, and are not liable on account of such solicitation or participation, for violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or the offer, issuance, sale or purchase of securities.

Dated: ~~February 18, 2002~~

SHOOK & FLETCHER INSULATION CO.,  
a Delaware corporation

By: ~~/s/ Wayne W. Killion, Jr.~~  
By: \_\_\_\_\_  
Name: Wayne W. Killion, Jr.  
Title: President and Chief Executive Officer

ATTORNEYS FOR SHOOK & FLETCHER INSULATION CO.

~~/s/ Roger Frankel~~  
\_\_\_\_\_

Roger Frankel, Esq.  
Richard H. Wyrton, Esq.  
SWIDLER BERLIN SHEREFF FRIEDMAN, LLP  
3000 K Street, N.W., Suite 300  
Washington, DC 20007  
(202) 424-7500

Dated: ~~February 18, 2002~~

Dated: August 30, 2002

EXHIBIT B

UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF ALABAMA  
SOUTHERN DIVISION

In re: ) Chapter 11  
)  
) Case No.: 02-02771-BGC-11  
SHOOK & FLETCHER INSULATION CO., )  
)  
Debtor. )

**AMENDED GLOSSARY OF TERMS FOR THE PLAN DOCUMENTS**  
**PURSUANT TO THE PLAN OF REORGANIZATION UNDER**  
**CHAPTER 11 OF THE UNITED STATES BANKRUPTCY**  
**CODE FOR SHOOK & FLETCHER INSULATION CO.**

Roger Frankel  
Richard H. Wyron  
SWIDLER BERLIN SHEREFF FRIEDMAN, LLP  
3000 K Street, N.W., Suite 300  
Washington, D.C. 20007  
(202) 424-7500

Richard P. Carmody  
Joe A. Joseph  
LANGE, SIMPSON, ROBINSON & SOMERVILLE LLP  
417 20<sup>th</sup> Street North, Suite 1700  
Birmingham, AL 35203-3217  
(205) 250-5033

Attorneys for Shook & Fletcher Insulation Co.

August 30, 2002

## DEFINITIONS

Unless the context requires otherwise, the following terms shall have the following meanings when used with the initial letter capitalized. Such meanings shall be equally applicable to both the singular and plural forms of such terms. Any term used in capitalized form that is not defined herein but that is used in the Bankruptcy Code or the Bankruptcy Rules shall have the meaning ascribed to such term by the Bankruptcy Code or the Bankruptcy Rules (with the Bankruptcy Code controlling in the case of a conflict or ambiguity). The rules of construction set forth in section 102 of the Bankruptcy Code shall apply in construction of the Plan Documents. All references to the "Plan" herein shall be construed, where applicable, to include references to the Plan and all its exhibits, appendices, schedules, and annexes (and any amendments thereto made in accordance with the Bankruptcy Code).

- Additional Indemnitees* means each member of the Asbestos Claimants Committee, each member of the TAC, the Futures Representative, Reorganized Shook & Fletcher, Shook & Fletcher Supply, and their respective professionals, officers and directors.
- Administrative Expense Claim* means any right to payment constituting a cost or an expense of administration of the Chapter 11 Case under Sections 503(b) and 507(a)(1) of the Bankruptcy Code, including, without limitation, (a) any actual and necessary costs and expenses of preserving the estate of the Debtor, of administering the Chapter 11 Case as authorized and approved by a Final Order, or of operating the business of the Debtor, (b) any indebtedness or obligations incurred or assumed by the Debtor in connection with the conduct of its business post-petition, including, without limitation, for the acquisition or lease of property or an interest in property or the rendition of services, (c) all compensation and reimbursement of expenses to the extent allowed and/or authorized by Final Order under Section 330, 331 or 503(b) of the Bankruptcy Code, and (d) any fees or charges assessed against the Bankruptcy Estate of the Debtor under Section 1930 of Chapter 123 of Title 28 of the United States Code; *provided, however*, that the term "Administrative Expense Claims" shall not include any Asbestos Claims.
- Adoption Forms* means the adoption forms substantially in the form attached to the SBNP Settlement Agreement as Appendix B thereto.
- Affiliate Allowed* shall have the meaning ascribed to such term in Section 101(2) of the Bankruptcy Code. (and derivatives thereof, such as Allow or Allowing) means:
- (a) with respect to an Administrative Expense Claim, an Administrative Expense Claim, or any portion thereof, that (i) is allowed by a Final Order or that is deemed allowed pursuant to Sections 102 and 503(b) of the Bankruptcy Code or (ii) is a Claim incurred by the Debtor in the ordinary course of its business and that has been expressly acknowledged by the Debtor as due and owing pursuant to a written agreement executed by the Debtor after the Petition Date;
  - (b) with respect to a Claim (other than an Administrative Expense Claim) including an Asbestos Claim, a Claim arising prior to the Petition Date, or any portion thereof (i) that has been expressly acknowledged by the Debtor as due and owing pursuant to a written agreement executed by the Debtor after the Petition Date, (ii) that has been allowed by a Final Order, (iii) for which a Bar Date has been established and a Proof of Claim has been timely filed with the Bankruptcy Court pursuant to the Bankruptcy Rules or any Final Order of the Bankruptcy Court, and as to which either (A) no objection thereto, or application to estimate, equitably subordinate or otherwise limit recovery, has been filed within the periods of limitation fixed by the Bankruptcy Code, Bankruptcy Rules, the Plan, or any Final Order, or (B) any objection to its allowance or application to estimate, equitably subordinate or otherwise limit recovery has been settled, withdrawn, or has been denied by a Final Order, (iv) that is expressly allowed in the Plan, (v) from the recovery of property under Section 550 or 553 of the Bankruptcy Code and that is allowed in accordance with Section 502(h) of the Bankruptcy Code, (vi) that has been listed in the Schedules (as they may be amended) and (A) is not listed as disputed, contingent or unliquidated, and (B) for which a Proof of Claim has not been filed, (vii) that is a CRP Valued Asbestos Claim, that is liquidated and allowed pursuant to the CRP, or, if applicable, pursuant to a Final Order of the Bankruptcy Court (but only to the extent so allowed), (viii) that constitutes an Asbestos-Related Secured Claim or a Present Asbestos Unsecured Claim or an SBNP Asbestos Unsecured Claim or an Other SBNP Claim or (ix) that constitutes a CRP Valued Asbestos Claim, upon the final determination of the Liquidated Value therefor pursuant to the CRP; and

(c) with respect to an Equity Interest, such Equity Interest.

<i>Allowed Amount</i>	means the dollar amount in which a Claim is Allowed.
<i>AmSouth Bank</i>	means AmSouth Bank of Alabama.
<i>Asbestos Claim</i>	means (a) any claim, demand or lawsuit (including, but not limited to, any Claim, Bonded Claim, or Demand) against the Debtor, its predecessors, successors, subsidiaries or Affiliates, or their respective present or former officers, directors or employees, whenever and wherever arising or <u>asserted or which could have been brought against them or any of asserted, them,</u> and (b) any debt, obligation or liability (whether or not reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, bonded, secured, or unsecured) of the Debtor, its predecessors, successors, subsidiaries or Affiliates, or their respective present or former officers, directors or employees (including, but not limited to, all thereof in the nature of or sounding in tort, contract, warranty, <u>bad faith, competition law, unfair or deceptive practices law, conspiracy, statute or any other body, theory or principle of law, equity or admiralty whatsoever</u> ) whenever and wherever arising or asserted; in either case (a) or (b) for, relating to, or arising by reason of, directly or indirectly, physical, emotional, bodily or other personal injury, sickness, disease, death or damages (including, but not limited to, any claim or demand for compensatory damages, loss of consortium, proximate, consequential, general, special or punitive damages, reimbursement, indemnity, warranty, contribution or subrogation) whether or not diagnosable or manifested before the Confirmation Date or the close of the Chapter 11 Case, (x) caused or allegedly caused, in whole or in part, directly or indirectly (i) by asbestos or asbestos-containing products, including asbestos or asbestos containing products manufactured, distributed, sold, handled, installed, stored, or removed by Shook & Fletcher or (ii) by services, actions, or operations, including services, actions or operations provided, completed or taken by Shook & Fletcher in connection with asbestos or asbestos-containing products, or (y) caused or allegedly caused by asbestos or asbestos-containing products, services, actions or operations for which Shook & Fletcher may be otherwise liable under any applicable law <u>including, but not limited to, conduct in the management, negotiation, litigation, settlement or disposition of any such Claim, Bonded Claim, Demand, debt, obligation or liability ;</u> in any case, whether or not arising or allegedly arising, directly or indirectly, from acts or omissions of the Debtor, its predecessors, subsidiaries or Affiliates, or its present or former officers, directors or employees, or any other Person for or with which the Debtor or its successors are or may be liable, <u>including its insurers,</u> including asbestos-related claims including, but not limited to, Indirect Asbestos Claims and Asbestos Expenses.
<i>Asbestos Claimant</i>	means the holder of an Asbestos Claim.
<i>Asbestos Claimants Committee</i>	means (i) the unofficial committee formed and existing prior to the Petition Date comprised of representatives of the holders of Present Asbestos Claims and (ii) following the Petition Date, either (x) such unofficial committee if it continues to exist or (y) the official Asbestos Claimants Committee if any is appointed in the Chapter 11 Case pursuant to Section 1102 of the Bankruptcy Code.
<i>Asbestos Claims Settlement Agreements</i>	means the Claimants Agreement and SBNP Settlement Agreement.
<i>Asbestos Expenses</i>	means all costs, taxes and expenses of or imposed on the Trust attributable or allocable to Asbestos Claims, including, but not limited to compensation to the Trustee(s), the Futures Representative, the TAC and their respective professionals, insurance premiums, legal, accounting and other professional fees and expenses, overhead disbursements, and expenses relating to the implementation of the CRP, but excluding payments to holders of Asbestos Claims that do not constitute Asbestos Expenses and reimbursements of such payments.
<i>Asbestos In-Place Insurance Coverage</i>	means any insurance coverage available for the payment or reimbursement of liability, indemnity or defense costs arising from or related to Asbestos Claims or Trust Expenses under any Asbestos Insurance Policy or any Asbestos Insurance Settlement Agreement.

*Asbestos Insurance Action*

means any claim, cause of action, or right of Shook & Fletcher or Reorganized Shook & Fletcher under, arising from or with respect to any Asbestos Insurance Policy or Asbestos Insurance Settlement Agreement, including but not limited to any claim, cause of action or right arising from or related to (a) any Asbestos Insurance Company's failure to provide or pay under any Asbestos In-Place Insurance Coverage, Asbestos Insurance Policy or Asbestos Insurance Settlement Agreement; (b) the interpretation or enforcement of any Asbestos Insurance Policy with respect to any Asbestos ~~Claim, Claim~~; (c) the interpretation or enforcement of an Asbestos Insurance Settlement Agreement or (d) any other right, dispute or claim.

*Asbestos Insurance  
Action Recoveries*

means (a) proceeds received on or after the Petition Date in respect of, and the right to receive proceeds of, Asbestos In-Place Insurance Coverage, and (b) proceeds received on or after the Petition Date in respect of, and the right to receive the proceeds or benefits of, any Asbestos Insurance Action.

*Asbestos Insurance Collateral*

means

(a) all Shook & Fletcher's claims, causes of action and rights, whether existing as of the date of the Security Agreement or thereafter arising, liquidated or unliquidated, disputed or undisputed, fixed or contingent, to receive payment from its insurers or to have monies expended by its insurers for its benefit to satisfy claims against it, net of any and all attorneys' fees or other professional fees and related expenses and disbursements incurred by or on behalf of Shook & Fletcher or any Shook & Fletcher successor in connection with pursuit by Shook & Fletcher or any Shook & Fletcher successor of Shook & Fletcher's insurance coverage ("*Shook Professional Fees, Disbursements and Expenses*"), pursuant to Shook & Fletcher's comprehensive general liability insurance policies identified in Appendix A to the Security Agreement (the "*Policies*"), whether by virtue of a coverage-in-place settlement, a buy-out of coverage, a judgment for declaratory relief or damages, or otherwise;

(b) all Shook & Fletcher's claims, causes of action and rights, whether existing as of the date of the Security Agreement or thereafter arising, liquidated or unliquidated, disputed or undisputed, fixed or contingent, to receive payment from Hartford or to have monies expended by Hartford for Shook & Fletcher's benefit to satisfy claims against Shook & Fletcher, net of any and all Shook Professional Fees, Disbursements and Expenses, pursuant to the Hartford Agreement and, to the extent, if any, that they may survive notwithstanding the Hartford Agreement, all Shook & Fletcher's claims, causes of action and rights, whether now existing or hereafter arising, liquidated or unliquidated, disputed or undisputed, fixed or contingent, to receive payment from Hartford or to have monies expended by Hartford for Shook & Fletcher's benefit to satisfy claims against Shook & Fletcher, net of any and all Shook Professional Fees, Disbursements and Expenses, pursuant to Shook & Fletcher's comprehensive general liability insurance policies identified in Appendix B to the Security Agreement (the "*Hartford Security Agreement Policies*"), whether by virtue of a coverage-in-place settlement, a buy-out of coverage, a judgment for declaratory relief or damages, or otherwise; and

(c) any proceeds, net of any and all Shook Professional Fees, Disbursements and Expenses, actually received from any of the above (collectively, the "*Insurance Proceeds*"). Insurance Proceeds means any and all monies or proceeds that Shook & Fletcher receives from the Policies, the Hartford Agreement, or the Hartford Security Agreement Policies, net of any and all Shook Professional Fees, Disbursements and Expenses;

in each case in which Shook & Fletcher has assigned and granted a security interest to the Pre-Petition Trustee pursuant to the Security Agreement.

*Asbestos Insurance Company*

means any insurance company, insurance broker, guaranty association or any other Entity with actual or potential obligation or liability to the Debtor, the Pre-Petition Trust or the Trust under an Asbestos Insurance Policy or under any settlement agreement with respect thereto (including without limitation Hartford).

*Asbestos Insurance Policy*

means any insurance policy issued for a policy period at any time before the Effective Date which names the Debtor (or any predecessor, subsidiary, or past or present Affiliate of the Debtor) as an insured, or which otherwise provides or may provide the Debtor with insurance coverage, and



which provides or may provide insurance coverage for or with respect to any Asbestos Claim (including without limitation the policies included in the Asbestos Insurance Collateral); *provided, however*, that Asbestos Insurance Policy does not include any insurance policy if, and then only to the extent that, such policy applies to a period on or after the Effective Date.

*Asbestos Insurance Rights*

means any and all of Shook & Fletcher's and Reorganized Shook & Fletcher's claims, causes of action or rights under, arising from or with respect to any and all Asbestos Insurance Policies, Asbestos Insurance Settlement Agreements, or Asbestos In-Place Insurance Coverage, including any and all Asbestos Insurance Actions.

*Asbestos Insurance Settlement Agreement*

means (i) the Hartford Agreement and (ii) any other settlement agreement with a Settling Asbestos Insurance Company relating to or with respect to any Asbestos Claim, which agreement is sufficiently comprehensive in the determination of the Debtor to warrant protection for the Settling Asbestos Insurance Company under Section 524(g) of the Bankruptcy Code.

*Asbestos-Related Disease Categories*

means those groups of common asbestos-related medical conditions, based upon historic data, that have been identified in the Compensable Disease Matrix in order to facilitate the expedient and efficient processing and liquidation of CRP Valued Asbestos Claims.

*Asbestos-Related Secured Claims*

means the SBNP Asbestos Secured Claims, the Present Asbestos Secured Claims, the CCR Secured Claim, and the Settlement Professionals' Secured Claims.

*Asbestos-Related Unsecured Claims*

means any Asbestos Claim other than the Asbestos-Related Secured Claims and specifically includes, without limitation, Asbestos Claims arising prior to the Effective Date, the future Asbestos Claims of Asbestos Claimants that are presently unknown, Present Asbestos Unsecured Claims, SBNP Asbestos Unsecured Claims, and Other SBNP Claims.

*Asbestos-Related Unsecured Claimants*

means the holders of Asbestos-Related Unsecured Claims.

*Bankruptcy Administrator*

means the Bankruptcy Administrator for the Bankruptcy Court.

*Bankruptcy Code*

means Title 11 of the United States Code, 11 U.S.C. § 101, et seq. as amended from time to time, as applicable to the Chapter 11 Case.

*Bankruptcy Court*

means the United States Bankruptcy Court for the Northern District of Alabama having jurisdiction over the Chapter 11 Case or the District Court exercising bankruptcy jurisdiction.

*Bankruptcy Estate*

means the estate of the Debtor created in the Chapter 11 Case pursuant to Section 541 of the Bankruptcy Code.

*Bankruptcy Professional*

means any Person (a) employed pursuant to an order of the Bankruptcy Court in accordance with Section 327 or 1103 of the Bankruptcy Code and to be compensated for services pursuant to Sections 327, 328, 329, 330 and/or 331 of the Bankruptcy Code, or (b) who wishes to apply to the Bankruptcy Court for compensation and reimbursement of expenses pursuant to Section 503(b) of the Bankruptcy Code.

*Bankruptcy Rules*

means the Federal Rules of Bankruptcy Procedure, as amended from time to time, promulgated by the United States Supreme Court under Section 2075 of Title 28 of the United States Code, and any applicable local rules of the Bankruptcy Court.

*Bar Date(s)*

means the date(s) fixed by order(s) of the Bankruptcy Court by which Persons required by such order to file a Proof of Claim must file a Proof of Claim or be forever barred from asserting such Claim against the Debtor or its property and from voting on the Plan and/or sharing in distributions hereunder.

*Board of Directors*

means the board of directors of Reorganized Shook & Fletcher after the Effective Date.

<i>Board-certified Internist</i>	shall mean a physician currently licensed to practice medicine in the District of Columbia or in one or more U.S. states or territories and who is currently certified by the American Board of Internal Medicine in internal medicine.
<i>Board-certified Pathologist</i>	shall mean a physician currently licensed to practice medicine in the District of Columbia or in one or more U.S. states or territories and who holds primary certification in anatomic pathology, or combined anatomic and clinical pathology, from the American Board of Pathology, and whose professional practice includes the field of pathology and involves regular evaluation of pathological materials obtained from surgical and post-mortem specimens.
<i>Board-certified Pulmonary Specialist</i>	shall mean a physician currently licensed to practice medicine in the District of Columbia or in one or more U.S. states or territories and who is currently certified by the American Board of Internal Medicine in the sub-specialty of pulmonary disease.
<i>Bonded Claim</i>	means any Asbestos Claim relating to a judgment as to which, but only to the extent that, a supersedeas bond or similar security was posted by or on behalf of the Debtor, provided and to the extent that the Bankruptcy Court determines by Final Order, or the Trustee and the holder of such bonded Asbestos Claim agree, that such holder is entitled to some or all of (a) the proceeds of the supersedeas bond or other security including, as such supersedeas bond or other security may be increased by the Debtor pursuant to Final Order of the Bankruptcy Court, or (b) any other assets provided by the Debtor pursuant to Final Order of the Bankruptcy Court to protect adequately such holder.
<i>Business</i>	means the business of consulting with respect to the selection, placement and installation of specialty thermal insulation, and/or the installation, sale, distribution, handling and removal of the same, in commercial or industrial applications.
<i>Business Day</i>	means any day other than a Saturday, Sunday or legal holiday, as such term is defined in Bankruptcy Rule 9006.
<i>By-Laws</i>	means the By-Laws of Reorganized Shook & Fletcher, as the same may be modified from time to time.
<i>Cash</i>	means any legal tender of the United States of America and equivalents (including personal checks drawn on a bank insured by the Federal Deposit Insurance Corporation, certified checks and money orders and other readily marketable direct obligations of the United States of America and certificates of deposit issued by banks).
<i>Causes of Action</i>	means, without limitation, any and all rights, remedies, claims, causes of action, liabilities, obligations, suits, debts, sums of money, damages, judgments, and demands whatsoever, whether known or unknown, in law, equity, or otherwise which may be brought by or on behalf of the Debtor and/or the Bankruptcy Estate arising under any provision of the Bankruptcy Code or other applicable law.
<i>CCR</i>	means The Center for Claims Resolution, Inc.
<i>CCR Secured Claim</i>	means the Asbestos Claim of CCR against Shook & Fletcher which is liquidated in accordance with, and payable as and to the extent provided in, the CCR Settlement Agreement.
<i>CCR Settlement Agreement</i>	means that certain Agreement between CCR and Shook & Fletcher entered into as of December 7, 2001, as the same may be amended from time to time in accordance with its terms.
<i>Certificate of Incorporation</i>	means the Amended and Restated Certificate of Incorporation of Reorganized Shook & Fletcher, substantially in the form attached to the Plan as <i>Exhibit H</i> , as the same may be modified from time to time.
<i>Certified B-reader</i>	shall mean an individual who has successfully completed the x-ray interpretation course sponsored by the National Institute of Occupational Safety and Health (NIOSH) and passed the NIOSH examination for certification as a B-reader and whose NIOSH certification is up to date at the time of his or her interpretation of the x-rays. Certified B-reader shall also include an individual who

was at one time a certified B-reader and who has not subsequently failed the exam for certification or recertification as a B-reader.

<i>Chapter 11 Case</i>	means the Debtor's case under Chapter 11 of the Bankruptcy Code administered in the Bankruptcy Court.
<i>Chest x-rays</i>	shall mean chest radiographs taken in at least one view and graded quality 1 or 2 for reading according to the criteria established by the International Labour Office. Notwithstanding the foregoing, in cases in which no quality 1 or 2 radiographs are available, radiographs of poorer quality shall not be automatically rejected but shall be evaluated for acceptability on a case-by-case basis, and all chest x-rays for which reports, including B-reader reports, are submitted may be examined.
<i>Claim</i>	means a claim against a Person or its property as defined in Section 101(5) of the Bankruptcy Code, including without limitation, (a) any right to payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured or (b) any right to an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured, and which further shall include, but not be limited to, Asbestos Claims and interests (other than Equity Interests).
<i>Claimants Agreement</i>	means that certain Settlement Agreement between Shook & Fletcher and Various Asbestos Claimants (as defined in the Claimants Agreement) entered into by and through their counsel and/or agent, Joseph F. Rice, Esq., dated as of December 7, 2001, as the same may be amended from time to time in accordance with its terms.
<i>Claimants' Counsel</i>	means Joseph F. Rice, Esq.
<i>Claims-Handling Entity</i>	means the claims-handling entity designated pursuant to, and having the powers, duties and obligations set forth in, the Pre-Petition Trust Agreement.
<i>Class</i>	means a category of Person or Persons holding Claims or Equity Interests as set forth in Article III of the Plan.
<i>Collateral</i>	means any property or interest in property of the Bankruptcy Estate subject to a Lien to secure the payment or performance of a Claim, which Lien is not subject to avoidance, setoff or subordination under the Bankruptcy Code or otherwise invalid under the Bankruptcy Code or applicable non-bankruptcy law.
<i>Collateral Account</i>	has the meaning given to such term in the CCR Settlement Agreement.
<i>Common Stock</i>	means the authorized, issued and outstanding Class A common stock, par value \$.0005 per share, of Shook & Fletcher.
<i>Compensable Disease Matrix</i>	means the matrix to be used to process and resolve CRP Valued Asbestos Claims, which associates Liquidated Values with certain Medical Criteria and Locations of Exposure, and which is located under the heading "Compensable Disease Matrix" in <i>Exhibit I</i> to the Plan.
<i>Confirmation Date</i>	means the date on which the Confirmation Order is entered by the Bankruptcy Court.
<i>Confirmation Hearing</i>	means the hearing held by the Bankruptcy Court to consider confirmation of the Plan pursuant to Section 1129 of the Bankruptcy Code, as such hearing may be adjourned or continued from time to time.
<i>Confirmation Order</i>	means the order of the Bankruptcy Court confirming the Plan pursuant to Section 1129 of the Bankruptcy Code.
<i>Coverage Litigation</i>	means any civil action, arbitration or alternative dispute resolution proceeding or other legal proceeding in which Shook & Fletcher or the Trust seeks a determination of Shook & Fletcher's or the Trust's rights with respect to or the extent of insurance coverage, including insurance

	coverage for liability payments and defense costs, for or with respect to Asbestos Claims, and related issues.
<i>Creditor</i>	means a Person holding a Claim against Shook & Fletcher.
<i>CRP</i>	means the written asbestos claims resolution procedures established by the Trust with the consent of the TAC and the Futures Representative pursuant to the Trust Agreement, as the same may be modified from time to time.
<i>CRP Valued Asbestos Claim</i>	means any Asbestos-Related Unsecured Claim other than (i) the Other SBNP Claims, (ii) the Present Asbestos Unsecured Claims, and (iii) the SBNP Asbestos Unsecured Claims.
<i>Debtor</i>	means Shook & Fletcher, including Shook & Fletcher in its capacity as debtor in possession in the Chapter 11 Case pursuant to Sections 1101, 1107(a) and 1108 of the Bankruptcy Code.
<i>Demand</i>	means a demand for payment, present or future, that (a) was not a Claim during the Chapter 11 Case, (b) arises out of the same or similar conduct or events that gave rise to claims that constitute Asbestos Claims and (c) pursuant to the Plan is to be paid by the Trust, as defined in Section 524(g) of the Bankruptcy Code.
<i>Direct Action</i>	means any cause of action or right to bring a cause of action possessed by an Asbestos Claimant against an Asbestos Insurance Company on account of such Asbestos Claimant's Asbestos Claim, whether arising by contract or under the laws of any jurisdiction.
<i>Discharge Injunction</i>	means the injunction described in Section 11.5 of the Plan.
<i>Disclosure Statement</i>	means the disclosure statement relating to the Plan, including, without limitation, all exhibits and schedules thereto filed with the Bankruptcy Court in connection with the Plan pursuant to Section 1125 of the Bankruptcy Code.
<i>Disputed</i>	means, with respect to Administrative Expense Claims, Claims or Equity Interests, any such Claim or Equity Interest: <ul style="list-style-type: none"> <li>(a) that is listed in the Schedules as unliquidated, disputed or contingent; or</li> <li>(b) as to which the Debtor or any other party-in-interest has interposed a timely objection or request for estimation, or has sought to subordinate equitably or otherwise limit recovery in accordance with the Bankruptcy Code and Bankruptcy Rules, or which is otherwise disputed by the Debtor in accordance with applicable law, which objection, request for estimation, action to limit recovery or dispute has not been withdrawn, resolved or determined by Final Order.</li> </ul>
<i>Distribution Date</i>	means, when used with respect to an Allowed Claim (other than an Asbestos Claim), the later of: (a) the Effective Date, and (b) ten (10) Business Days after the date upon which the Claim became or becomes Allowed.
<i>District Court</i>	means the United States District Court for the Northern District of Alabama, or the unit thereof having jurisdiction over the matter in question.
<i>Effective Date</i>	means no later than the first Business Day at least thirty days after the Confirmation Date and at least one Business Day after all of the conditions specified in Section 6.2 of the Plan have been satisfied or waived in accordance with the terms of the Plan.
<i>Entity</i>	means any Person, estate, trust, Governmental Unit, or the Bankruptcy Administrator.
<i>Environmental Law</i>	means (a) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§ 9601, <i>et seq.</i> , (b) the Resource Conservation and Recovery Act, as amended by the Hazardous and Solid Waste Amendment of 1984, 42 U.S.C. §§ 6901, <i>et seq.</i> , (c) the Clean Air Act 42 U.S.C. §§ 7401, <i>et seq.</i> (d) the Clean Water Act of 1977, 33 U.S.C. §§ 1251, <i>et seq.</i> , (e) the Toxic Substances Control Act, 15 U.S.C. §§ 2601, <i>et seq.</i> , (f) all statutes or laws issued or promulgated by any Governmental Unit, as they may be amended from time to time, relating to environmental

	contamination or pollution, air pollution, water pollution, noise control and/or the handling, discharge, existence, release, disposal or recovery of on-site or off-site hazardous, toxic or dangerous wastes, substances, chemicals or materials, and (g) the ordinances, rules, regulations, orders, notices of violation, requests, demands and requirements issued or promulgated by any Governmental Unit in connection with such statutes or laws.
<i>Equity Interests</i>	all of the outstanding shares of Common Stock, of which 128,423 shares are held by Mr. Killion and 105,000 shares are held by Dr. Killion.
<i>Escrow Agent</i>	means the Escrow Agent appointed pursuant to the Plan by the Debtor and the Asbestos Claimants Committee, serving in accordance with Section 1 of the Escrow Agreement and having the powers, duties and obligations set forth in the Escrow Agreement.
<i>Escrow Agreement</i>	means the Escrow Agreement by and among the Trust, Wayne W. Killion, Sr., Wayne W. Killion, Jr., Shook & Fletcher, and the Escrow Agent, substantially in the form attached to the Plan as <i>Exhibit G</i> , as the same may be modified from time to time.
<i>Event of Default</i>	has the meaning given to such term in the Promissory Note.
<i>Executory Contracts</i>	means all contracts and unexpired leases to which the Debtor is a party and which are executory within the meaning of Section 365 of the Bankruptcy Code.
<i>Final Order</i>	means an order or judgment of a court (entered before or after the Effective Date) as to which the time to appeal, petition for <i>certiorari</i> or move for reargument or rehearing has expired and as to which no appeal, petition for <i>certiorari</i> , or other proceedings for reargument or rehearing shall then be pending or as to which any right to appeal, petition for <i>certiorari</i> , reargue, or rehear shall have been waived in writing in form and substance satisfactory to the Debtor or Reorganized Shook & Fletcher or, in the event that an appeal, writ of <i>certiorari</i> , or reargument or rehearing thereof has been sought, such order or judgment of such court shall have been determined by the highest court to which such order was appealed, or <i>certiorari</i> , reargument or rehearing shall have been denied and the time to take any further appeal, petition for <i>certiorari</i> or move for reargument or rehearing shall have expired; provided however, that the possibility that a motion under Rule 59 or Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules, may be filed with respect to such order shall not cause such order not to be a Final Order.
<i>Futures Representative</i>	means the Futures Representative for the holders of Asbestos Claims and Demands who are presently unknown, who shall be R. Scott Williams, Esq., or his duly appointed successor, who is to protect the rights of Persons who might assert Demands.
<i>Glossary</i>	means this <u>Amended</u> Glossary of Terms for the Plan Documents pursuant to the Plan of Reorganization Under Chapter 11 of the United States Bankruptcy Code for Shook & Fletcher Insulation Co., as the same may be modified from time to time.
<i>Governmental Unit</i>	has the meaning set forth in Section 101(27) of the Bankruptcy Code.
<i>Hartford</i>	means Hartford Financial Services Group, Inc., First State Insurance Company, Excess Insurance Company, Ltd., and each of their subsidiaries, parents, holding companies, divisions, affiliates, predecessors, merged companies, acquired companies, directors, officers, shareholders, agents, employees, assigns and future successors in interest. "Hartford" includes without limitation each of the insurance companies and entities identified in Appendix A. attached to the Hartford Agreement. Notwithstanding anything herein to the contrary, "Hartford" does not include any insurer or other natural or legal person or entity (1) which, after the effective date of the Hartford Agreement, acquires Hartford, (2) in which Hartford, after the effective date of the Hartford Agreement, acquires a controlling interest, (3) which, after the effective date of the Hartford Agreement, merges into Hartford, or (4) to which Hartford, after the effective date of the Hartford Agreement otherwise becomes affiliated or combined, but all only to the extent that such other insurer or natural or legal person or entity independently issued insurance policies to Shook & Fletcher.
<i>Hartford Agreement</i>	means that certain Insurance Settlement Agreement between Shook & Fletcher and Hartford dated as of December 12, 2001, as the same may be amended from time to time in accordance with its terms.

<i>Hartford Policies</i>	means any and all liability insurance policies, known or unknown, alleged or confirmed, primary, umbrella, excess or otherwise, (a) issued or allegedly issued to Shook & Fletcher by Hartford prior to the effective date of the Hartford Agreement, or (b) issued or allegedly issued prior to the effective date of the Hartford Agreement to a Person other than Shook & Fletcher by Hartford under which Shook & Fletcher may be insured or claim to be insured. "Hartford Policies" include without limitation the insurance policies identified on Appendix C attached to the Hartford Agreement.
<i>ILO Grade</i>	shall mean the radiology ratings for the presence of pleural or parenchymal lung changes by chest x-rays as established from time to time by the International Labour Office (ILO) and as set forth in "Guidelines for the Use of ILO International Classification of Radiographs of Pneumoconioses" (1980).
<i>Impaired Class</i>	means a Class that is impaired within the meaning of Section 1124 of the Bankruptcy Code.
<i>Indirect Asbestos Claim</i>	means (i) any Claim based on a right of contribution, reimbursement, subrogation, indemnity, or verile share (as those terms are defined by the non-bankruptcy law of any relevant jurisdiction) arising in connection with or by reason of or related to a direct Asbestos Claim or another Indirect Asbestos Claim (including without limitation any Claim arising under the Wellington Agreement), (ii) any other derivative or indirect Claim of any kind whatsoever, whether in the nature of or sounding in contract, tort, warranty or any other theory of law, equity or admiralty, arising in connection with or by reason of or related to a direct Asbestos Claim or another Indirect Asbestos Claim (including without limitation any Claim (A) for attorneys fees arising or incurred in connection with any direct Asbestos Claim, another Indirect Asbestos Claim or an Asbestos Insurance Action or (B) arising in connection with or related to the rejection of any Executory Contract related to or involving asbestos), and (iii) any Claim arising out of Asbestos Insurance Policies or settlement agreements related thereto.
<i>Indirect Asbestos Claimant</i>	means the holder of an Indirect Asbestos Claim.
<i>Initial Claims Reviewer</i>	means MFR Consulting Services, Inc.
<i>Injunctions</i>	means the Discharge Injunction, the Supplemental Injunction, the Third Party Injunction, the Settling Asbestos Insurance Company Injunction, and any other injunctions entered by order of the Bankruptcy Court or the District Court in the Chapter 11 Case.
<i>IRC</i>	means the Internal Revenue Code of 1986, as amended.
<i>Lien</i>	has the meaning set forth in Section 101(37) of the Bankruptcy Code.
<i>Liquidated Value</i>	means (i) with respect to any CRP Valued Asbestos Claim, the settlement value therefor determined under the CRP (including the values associated with a particular Asbestos-Related Disease Category and a particular Location of Exposure set forth in the Compensable Disease Matrix, as the same may be modified from time to time), (ii) with respect to any Present Asbestos Unsecured Claim, the settlement amount in respect thereof established pursuant to or determined under the Claimants Agreement, (iii) with respect to any SBNP Asbestos Unsecured Claim, the settlement amount in respect thereof established pursuant to or determined under the SBNP Settlement Agreement, and (iv) with respect to any Other SBNP Claim, the settlement amount therefor established pursuant to or determined under the applicable settlement agreement governing such Other SBNP Claim.
<i>Location of Exposure</i>	means the state in which the holder of a CRP Valued Asbestos Claim was exposed to asbestos, which exposure gave rise to such holder's CRP Valued Asbestos Claim.
<i>Medical Criteria</i>	means the medical criteria applicable to an associated Asbestos-Related Disease Category and located under the heading "Medical Criteria" in <i>Exhibit I</i> to the Plan.

<i>Non-Compensatory Damages</i>	means any and all damages awarded by a court of competent jurisdiction that are penal in nature, including, without limitation, punitive, exemplary, vindictive, imaginary, or presumptive damages.
<i>Occupational Physician</i>	shall mean a physician specializing in the diagnosis and treatment of lung disease and who is currently licensed to practice medicine in any state of the United States, the District of Columbia or any U.S. territory.
<i>Operational Assets</i>	means all of the assets and properties of Shook & Fletcher, including without limitation all assets and properties used or useful in the ordinary course in the conduct of the Business as presently conducted by Shook & Fletcher and as to be conducted by Reorganized Shook & Fletcher after the Effective Date, and all Cash, real property, tangible personal property and intangible personal property of Shook & Fletcher, but excluding the Trust Assets.
<i>Ordinary Course Professional</i>	means any attorney, accountant or other professional (other than a Bankruptcy Professional), employed by Shook & Fletcher during the Chapter 11 Case pursuant to an order of the Bankruptcy Court that designates such professional as an "Ordinary Course Professional."
<i>Other SBNP Claims</i>	means Asbestos Claims that are eligible for inclusion under the SBNP Settlement Agreement but whose holders have not become "SBNP Claimants" under (and as defined in) the SBNP Settlement Agreement in an amount equal to Shook & Fletcher's share of the amount provided for in their respective settlement agreements.
<i>Person</i>	means any person, individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated association or organization, or other entity or being of whatever kind, whether or not operating or existing for profit, including, but not limited to, any "person" as such term is defined in Section 101(41) of the Bankruptcy Code, but excluding any Governmental Unit or agency or political subdivision thereof, and any successors or assigns of any of the foregoing.
<i>Petition Date</i>	means the date on which Shook & Fletcher will commence the Chapter 11 Case by filing a voluntary petition for relief with the Bankruptcy Court pursuant to the Bankruptcy Code.
<i>Plan</i>	means the <u>Amended</u> Plan of Reorganization Under Chapter 11 of the Bankruptcy Code of Shook & Fletcher Insulation Co., including, without limitation, all exhibits, schedules, supplements, and appendices thereto, either in its present form or as the same may be altered, amended or modified from time to time.
<i>Plan Documents</i>	means the Plan and all documents, attachments and exhibits thereto, including but not limited to, the Trust Agreement, the Promissory Note, the Pledge Agreement, the Escrow Agreement, and any amendments thereto made in accordance with the Bankruptcy Code, that aid in effectuating the Plan, which documents, attachments, and exhibits shall be filed by the Debtor with the Bankruptcy Court.
<i>Plan Proponent</i>	means Shook & Fletcher.
<i>Pledge Agreement</i>	means the Pledge Agreement by and among Wayne W. Killion, Sr., Wayne W. Killion, Jr. and the Trust, substantially in the form attached to the Plan as <i>Exhibit F</i> , as the same may be modified from time to time.
<i>Pre-Petition Trust</i>	means the Shook Payment Trust created pursuant to the Pre-Petition Trust Agreement.
<i>Pre-Petition Trust Agreement</i>	means that certain Trust Agreement entered into by and between Shook & Fletcher and the Pre-Petition Trustee dated as of December 7, 2001, in the form attached to the Plan as <i>Exhibit B</i> , as amended by the Amendment to Trust Agreement attached to the Plan as <i>Exhibit C</i> , as each of the same may be amended from time to time in accordance with its respective terms.
<i>Pre-Petition Trustee</i>	Hasbrouck Haynes, Jr., CPA, in his capacity as trustee of the Pre-Petition Trust, and not individually, or his duly appointed successor.

<i>Present Asbestos Claims</i>	means all Present Asbestos Secured Claims and all Present Asbestos Unsecured Claims.
<i>Present Asbestos Claimant</i>	means the holder of a Present Asbestos Claim.
<i>Present Asbestos Secured Claim</i>	means the portion of an Asbestos Claim asserted prior to the Petition Date and liquidated pursuant to and in accordance with the Claimants Agreement that is secured by the Asbestos Insurance Collateral pursuant to and in accordance with the Claimants Agreement and the Security Agreement.
<i>Present Asbestos Secured Claimant</i>	means the holder of a Present Asbestos Secured Claim.
<i>Present Asbestos Unsecured Claim</i>	means the portion of an Asbestos Claim asserted prior to the Petition Date and liquidated pursuant to and in accordance with the Claimants Agreement that, pursuant to the terms of the Claimants Agreement, is not secured by the Asbestos Insurance Collateral.
<i>Present Asbestos Unsecured Claimant</i>	means the holder of a Present Asbestos Unsecured Claim.
<i>Present Claimants Security Amount</i>	means the lesser of (i) the sum of \$63.6 million or (ii) seventy-five percent (75%) of the aggregate of all amounts for which Present Asbestos Claims are compromised and settled under the Claimants Agreements and Allowed under the Plan.
<i>Prime Rate</i>	means the prime rate of interest reported by The Wall Street Journal.
<i>Priority Claim</i>	means any and all Claims, other than an Administrative Expense Claim or a Priority Tax Claim, entitled to priority in right of payment under Section 507(a) of the Bankruptcy Code.
<i>Priority Tax Claim</i>	means any Claim of a Governmental Unit of the kind specified in Section 502(i) of the Bankruptcy Code entitled to priority under Section 507(a)(8) of the Bankruptcy Code.
<i>Promissory Note</i>	means the Promissory Note made by Reorganized Shook & Fletcher and Shook & Fletcher Supply in favor of the Trust as of the Effective Date in the original principal amount of \$3,000,000, substantially in the form attached to the Plan as <i>Exhibit E</i> as the same may be modified from time to time.
<i>Proof of Claim</i>	means any proof of claim filed with the Bankruptcy Court or its duly appointed claims agent with respect to the Debtor pursuant to Bankruptcy Rules 3001 or 3002.
<i>Pro-Rata Share</i>	means a proportionate share, so that the ratio of the consideration distributed on account of an Allowed Claim or Equity Interest in a Class to the amount of such Allowed Claim or Equity Interest is the same as the ratio of the amount of the consideration distributed on account of all Allowed Claims or Equity Interests in the Class of which such particular Allowed Claim or Equity Interest is a member to the amount of all Allowed Claims or Equity Interests in such Class.
<i>Protected Party</i>	means any of the following parties: <ul style="list-style-type: none"> <li>(a) the Debtor, Reorganized Shook &amp; Fletcher, Shook &amp; Fletcher Supply, the Asbestos Claimants Committee, Claimants' Counsel, the Futures Representative, and the TAC, and any of their present, former and post-Confirmation Date Affiliates, officers, directors, shareholders, agents, employees, members, representatives, advisors, financial advisors, accountants and attorneys;</li> <li>(b) the Trust, and any of its trustees, officers, directors, agents, employees, representatives, advisors, financial advisors, accountants and attorneys;</li> <li>(c) the Pre-Petition Trust, and any of its trustees, officers, directors, agents, employees, representatives, advisors, financial advisors, accountants, and attorneys;</li> </ul>



(d) any Entity that, pursuant to the Plan or after the Confirmation Date, becomes a direct or indirect transferee of, or successor to, Reorganized Shook & Fletcher; and

(e) each Settling Asbestos Insurance Company ~~named in the Confirmation Order Company.~~

*Provision For CCR*

means that either (i) the Collateral Account has been established and funded in accordance with Section V.B. of the CCR Settlement Agreement or (ii) the CCR Secured Claim has been paid in full.

*Qualified Physician*

shall mean any Board-certified Pathologist, Board-certified Internist, Board-certified Pulmonary Specialist, or Occupational Physician, and for purposes of x-ray interpretation any Certified B-reader.

*Released Claims*

means any and all (a) Claims, liabilities or ~~causes of action~~ Causes of Action related to any and all intercompany dealings between Shook & Fletcher and its Affiliates, including any and all Claims of any nature arising out of or related to Asbestos Claims or Asbestos Claimants, and (b) ~~past, present and future Claims, Demands, liabilities or Causes of Action against the Debtor, Shook & Fletcher, Shook & Fletcher Supply or any of their affiliates including without limitation each of their past, present and future parents, subsidiaries, affiliates, predecessors and successors and the past, present and future employees, officers, directors, principals, agents, representatives, shareholders and (b) any claims related to the assigns of each of the foregoing (the "Insurance Related Parties") relating to insurance or the placement of insurance coverage under which Shook coverage, under which any of the Insurance Related Parties were insureds or additional insureds, and (c) past, present and future Claims, Demands, liabilities or Causes of Action against any Settling Asbestos Insurance Company under, arising from or related to any insurance policies under which any of the Insurance Related Parties is or claims to be entitled to insurance, rights or benefits (a "Settled Policy") including, without limitation, those arising from or related to (i) the Wellington Agreement; (ii) the insurance relationship between a Settling Asbestos Insurance Company and any of the Insurance Related Parties; (iii) the obligations of a Settling Asbestos Insurance Company to an Insurance Related Party or any other Person as a result of (aa) issuance of a Settled Policy or entry by a Settling Asbestos Insurance Company into the Wellington Agreement, (bb) the handling of Claims against any of the Insurance Related Parties, (cc) the defense or trial of Claims against any of the Insurance Related Parties, or (dd) the settlement of Claims against any of the Insurance Related Parties; (iv) any acts or omissions by any Settling Asbestos Insurance Company arising from or relating to a Settled Policy; (v) loss prevention or engineering acts or omissions by a Settling Asbestos Insurance Company with respect to any Settled Policy; (vi) the placement of insurance coverage; or (vii) any actual or alleged bad faith, fraud, unfair competition, breach of contract, breach of the duty of good faith and fair dealing, violation of insurance statute or regulation or extra-contractual liability of any kind, type or description in connection with any of the above and including, without limitation, any claim that arises under or from the laws, whether statutory, common or otherwise, of one or more of the fifty (50) states or any other jurisdiction. Further, this release extends to any and all claims, Demands, liabilities or Causes of Action by any of the Insurance Related Parties or any other Person against any Settling Asbestos Insurance Company under, arising from, or relating to a Settled Policy for economic loss, general damages, punitive damages and attorneys fees, or any Claims, Demands, liabilities or Causes of Action under, arising from or related to the resolution of insured claims under which any of the Insurance Related Parties is or was an insured or additional & Fletcher is or was an additional insured-insured, including the management, negotiation, litigation, settlement or disposition of such coverage. The Released Claims exclude any claims, liabilities or ~~causes of action~~ Causes of Action related to the Supply Line of Credit Agreement.~~

Agreement or in relation to (a) surety bonds numbered 101115466, 100834564, 100834570, 0765S100834565BCA and 076S100967575BCM issued by Travelers, and (b) any surety bond issued by any Settling Asbestos Insurance Company other than Travelers to any of the Insurance Related Parties.

For the purposes of the definition of "Released Claims", "Claim" includes the assertion of any right, including but not limited to all past, present and future claims, complaints, cross-complaints, counterclaims, affirmative defenses, writs, demands, inquiries, requests, suits, lawsuits, rights, actions, damages, liens, contracts, indemnity or defense obligations, agreements, promises, liabilities, judgments, settlements, losses,

costs, expenses, administrative proceedings, governmental actions or other Causes of Action or orders, whether known or unknown, asserted or unasserted, foreseen or unforeseen, fixed or contingent, direct or indirect, whether in law, equity, admiralty or otherwise, and shall include, without limitation, any Asbestos Claims and all claims of any nature arising out of, or related to, Asbestos Claims or Asbestos Claimants.

<i>Released Debtor Parties</i>	means the Debtor, Reorganized Shook & Fletcher and its and their present and former officers, directors, employees, shareholders, accountants, attorneys, advisors, agents, financial advisors, investment bankers, successors, assigns and legal representatives.
<i>Released Non-Debtor Parties</i>	means (a) the Asbestos Claimants Committee, its members, representatives, professionals, and experts, (b) the Futures Representative, his or her professionals and experts, (c) the TAC and their professionals and experts and (d) the Settling Asbestos Insurance Companies, named in the Confirmation Order and subject to the terms of the Asbestos Insurance Settlement Agreement to which such Settling Asbestos Insurance Company is a party.
<i>Released Party</i>	means each of the Released Debtor Parties and the Released Non-Debtor Parties.
<i>Reorganized Shook &amp; Fletcher</i>	means Shook & Fletcher and/or any successor thereto by merger, consolidation or otherwise, on and after the Effective Date.
<i>SBNP Asbestos Claims</i>	means all SBNP Asbestos Secured Claims and SBNP Asbestos Unsecured Claims.
<i>SBNP Asbestos Claimant</i>	means the holder of an SBNP Asbestos Claim.
<i>SBNP Asbestos Secured Claim</i>	means an Asbestos Claim asserted prior to the Petition Date (i) the amount of which is established pursuant to and in accordance with Section I.B.(1) of the SBNP Settlement Agreement and which is fully secured by the Asbestos Insurance Collateral pursuant to and in accordance with the SBNP Settlement Agreement and the Security Agreement, or (ii) the amount of which is established pursuant to and in accordance with Section I.B.(2) of the SBNP Settlement Agreement, seventy-five percent (75%) of which is secured by the Asbestos Insurance Collateral pursuant to and in accordance with the SBNP Settlement Agreement and the Security Agreement.
<i>SBNP Asbestos Secured Claimant</i>	means the holder of a SBNP Asbestos Secured Claim (each of whom is identified on Exhibit 1 to an Adoption Form executed prior to the SBNP Deadline in conjunction with the SBNP Settlement Agreement).
<i>SBNP Asbestos Unsecured Claim</i>	means twenty-five percent (25%) of an Asbestos Claim asserted prior to the SBNP Deadline, the amount of which Asbestos Claim is established pursuant to and in accordance with Section I.B.(2) of the SBNP Settlement Agreement and that, pursuant to Section I.B.(2) of the SBNP Settlement Agreement, is not secured by the Asbestos Insurance Collateral.
<i>SBNP Asbestos Unsecured Claimant</i>	means the holder of a SBNP Asbestos Unsecured Claim (each of whom is identified on Exhibit 1 to an Adoption Form executed prior to the SBNP Deadline in conjunction with the SBNP Settlement Agreement).
<i>SBNP Deadline</i>	means March 1, 2002, unless such date is extended in writing by Shook & Fletcher, in which case the SBNP Deadline shall be such extended date.
<i>SBNP Settlement Agreement</i>	means that certain Amended Settlement Agreement between Shook & Fletcher, and the individuals identified as SBNP Asbestos Claimants, which is expected to be entered into prior to the SBNP Deadline, as the same may be amended from time to time in accordance with its terms.
<i>Schedules</i>	means any schedules of assets and liabilities, the list of holders of interests and the statement of financial affairs that may be filed by the Debtor pursuant to Section 521 of the Bankruptcy Code and Bankruptcy Rule 1007, as may be supplemented or amended from time to time.

<i>Secured Claim</i>	means any Claim that is (a) secured in whole or part, as of the Petition Date, by a Lien which is valid, perfected and enforceable under applicable law and is not subject to avoidance under the Bankruptcy Code or applicable non-bankruptcy law, or (b) subject to setoff under Section 553 of the Bankruptcy Code, but, with respect to both (a) and (b) above, only to the extent of the value, net of any senior Lien, of the Bankruptcy Estate's interest in the assets or property securing any such Claim or the amount subject to setoff, as the case may be.
<i>Security Agreement</i>	means that certain Security Agreement and Assignment by and between Shook & Fletcher and the Pre-Petition Trustee dated as of December 7, 2001, as the same may be amended from time to time in accordance with its terms.
<i>Settlement Professionals' Secured Claims</i>	means the Asbestos Claims of each of the Claimant's Counsel, the Shook Professionals, and the Claims Handling Entity which are specified in the Pre-Petition Trust Agreement and secured by the Asbestos Insurance Collateral pursuant to the Security Agreement.
<i>Settling Asbestos Insurance Company</i>	means any Asbestos Insurance Company that enters into an Asbestos Insurance Settlement Agreement and that is listed on a schedule filed by Shook & Fletcher with the Bankruptcy Court prior to the conclusion of the Confirmation Hearing. <u>Hearing, and includes the past, present and future parents, subsidiaries, affiliates, predecessors, successors, assigns, employees, officers, directors, principals, agents, representatives and shareholders of the Entities listed on the schedule, but shall not include any Entity that first becomes a parent, subsidiary or affiliate of the Entities on the schedule (or any past, present or future employees, officers, directors, principals, agents, representatives, shareholders and assigns of such Entity) after the Effective Date, to the extent such Entity issued insurance policies to any Shook Releasee (but only with respect to such policies issued by such Entity).</u>
<i>Settling Asbestos Insurance Company Injunction</i>	means the injunction described in Section 11.6(c) of the Plan.
<i>Shook &amp; Fletcher</i>	means the Debtor, Shook & Fletcher Insulation Co., a Delaware corporation.
<i>Shook &amp; Fletcher Supply</i>	mean Shook & Fletcher Supply Co. of Alabama, Inc., a Delaware corporation.
<i>Shook Professionals</i>	means Gilbert Heintz & Randolph LLP and MFR Consulting Services, Inc.
<i>SouthTrust Bank</i>	means SouthTrust Bank, National Association.
<i>Stockholders</i>	means Mr. Wayne W. Killion and Dr. Wayne W. Killion, Jr.
<i>Supplemental Injunction</i>	means the injunction described in Section 11.6(a) of the Plan.
<i>Supply Line of Credit Agreement</i>	means that certain Loan and Security Agreement, dated as of December 17, 2001, by and between the Debtor and Shook & Fletcher Supply, as the same may be amended from time to time in accordance with its terms.
<i>Supply Secured Claim</i>	means any indebtedness incurred by the Debtor for funds advanced by Shook & Fletcher Supply to the Debtor in accordance with the Supply Line of Credit Agreement.
<i>Third Party Claim</i>	means any Claim, " <u>Claim</u> " as defined in relation to " <u>Released Claims</u> " or demand of any Entity which has held or asserted, which holds or asserts, or which may in the future hold or assert, such Claim or demand against the Protected Parties (or any of them) based upon, relating to, arising out of, or in any way connected with any Asbestos Claim or any Released Claim.
<i>Third Party Injunction</i>	means the injunction described in Section 11.6(b) of the Plan.
<i>Trust</i>	means the Shook & Fletcher Asbestos Settlement Trust established pursuant to the Trust Agreement.

*Trust Advisory Committee  
or TAC*

means the Persons described in Article 6 of the Trust Agreement for the purpose of advising the Trust in accordance with the terms and conditions set forth in the Trust Documents, the Plan and the Confirmation Order.

*Trust Agreement*

means that certain Shook & Fletcher Asbestos Settlement Trust Agreement, effective as of the Effective Date, substantially in the form attached to the Plan as *Exhibit D*, as the same may be modified from time to time.

*Trust Assets*

means (i) the Promissory Note, (ii) \$300,000 in Cash, (iii) if and when the conditions to the distribution of the Common Stock by the Escrow Agent to the Trust as set forth in the Pledge Agreement are satisfied, the Common Stock, and (iv) upon payment in full of all Asbestos-Related Secured Claims (other than the CCR Secured Claim) by or on behalf of the Pre-Petition Trust, Provision For CCR, and payment of or provision for all then accrued and unpaid Trust Expenses of the Pre-Petition Trust, all of the assets and properties then held by the Pre-Petition Trust (including the Pre-Petition Trust's interest in assets that constituted Asbestos Insurance Collateral prior to the termination of the Security Agreement) and all of the following assets and properties of the Debtor and/or the Pre-Petition Trust (and all interest, proceeds, and investment income accrued thereon and all proceeds thereof) (a) any and all Asbestos Insurance Rights, (b) the CCR Settlement Agreement, the Security Agreement, the Asbestos Claims Settlement Agreements, the Hartford Agreement, the Wellington Agreement, and the Hartford Interim Defense Funding Agreement, (c) the proceeds of the Asbestos Insurance Settlement Agreements, (d) the proceeds of the Asbestos In-Place Insurance Coverage, (e) the proceeds of the Asbestos Insurance Actions, (f) the Asbestos Insurance Action Recoveries, and (g) the Collateral Account.

*Trust By-Laws*

means the Shook & Fletcher Asbestos Settlement Trust By-Laws, effective as of the Effective Date, substantially in the form attached as *Annex A* to the Trust Agreement, as the same may be modified from time to time.

*Trust Documents*

means the Trust Agreement, the Trust By-Laws, the CRP and the other agreements, instruments and documents governing the establishment and administration of the Trust, as the same may be amended or modified from time to time in accordance with such Trust Documents.

*Trust Expenses*

means (a) with respect to the Trust, any of the Asbestos Expenses, and any other liabilities, costs or expenses of, or imposed upon, assumed by, or in respect of the Trust, including operational expenses necessary to preserve the Trust Assets and any and all attorneys' fees or other professional fees, and expenses and disbursements incurred by or on behalf of Reorganized Shook & Fletcher, if any, in connection with the pursuit of Shook & Fletcher's asbestos-related insurance coverage (but excluding payments due to Asbestos Claimants on account of such Asbestos Claimant's Asbestos Claim) and (b) with respect to the Pre-Petition Trust, all Administrative Expenses (as defined in the Pre-Petition Trust Agreement) of the Pre-Petition Trust and any and all attorney's fees or other professional fees, and expenses and disbursements incurred by or on behalf of Shook & Fletcher or Reorganized Shook & Fletcher in connection with the pursuit of Shook & Fletcher's asbestos-related insurance coverage (but excluding payments due to Asbestos Claimants on account of such Asbestos Claimant's Asbestos Claim).

*Trust Termination Date*

means that certain date upon which the Trust shall automatically terminate pursuant to Article 7.2 of the Trust Agreement.

*Trustee*

means the Person or Persons described in and determined pursuant to Article 4 of the Trust Agreement for the purpose of acting as trustee (or if more than one Trustee is authorized, trustees) of the Trust in accordance with the terms and conditions contained in the Trust Documents, the Plan and the Confirmation Order.

*Trusts*

means collectively the Pre-Petition Trust and the Trust.

*Unsecured Operational Claim*

means any Claim against Shook & Fletcher (regardless of whether such Claim is covered by insurance) that arises from or is related to the operation of the Business as presently conducted by Shook & Fletcher which expressly includes (i) intercompany Claims (other than the Supply Secured Claim), and (ii) Claims arising from the provision of goods or services to the Debtor prior to the Petition Date, to the extent that such Claims in (i) and (ii) above are neither secured nor

entitled to priority under the Bankruptcy Code or a Final Order of the Bankruptcy Court, and which expressly excludes Administrative Expense Claims and all Asbestos Claims (including Asbestos-Related Secured Claims and Asbestos-Related Unsecured Claims).

*Voting Agent*

means Logan & Company or such other voting agent as may be designated by Shook & Fletcher.

*Wellington Agreement*

means the Agreement Concerning Asbestos-Related Claims dated as of June 19, 1985 by and among the signatories thereto, as amended.